

**CF (Capital)****E-28-15 CF****Contract Details**SERVICE: On Call Traffic Engineering ServicesNIFS ID #: CFPW11000038NIFS Entry Date: 6/24/15 Term: from 1/1/2015, to 12/31/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #3
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name VHB Engineering, Surveying and Landscape Architecture, P.C.	Vendor ID# 04-3472601
Address 2150 Joshua's Path, Suite 300 Hauppauge, NY 11788	Contact Person Robert Eshbacher
	Phone 631-234-3444

County Department
Department Contact Kenneth Arnold
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-9607

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	6/24/15	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/24/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	6/24/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
6/24/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/24/15	<i>[Signature]</i>	
6/24/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/24/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	6/24/15	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/24/15	<i>[Signature]</i>	



Contract Summary

Description: "On-Call" Traffic Engineering Contract Amendment #3
Purpose: The Amended agreement term is from April 6, 2012 through December 31, 2014. This amendment extends the contract for one additional year to December 31, 2015.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the third amendment.
Description of General Provisions: The contract amendment #3 will extend the term by 12 months to expire December 31, 2015.
Impact on Funding / Price Analysis: There is no impact on the amount of compensation to the contractor. The encumbrance is associated with ongoing inspection services that will be completed by the end of this contract, December 31, 2015.
Change in Contract from Prior Procurement: Amendment #3 will extend the term by 12 months to expire December 31, 2015.
Recommendation: (approve as submitted)

Advisement Information

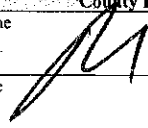
BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	017
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$500,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$500,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/620173	500,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$500,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kenneth ArnoldDate: Sept. 30, 2014

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for “on-call” traffic engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

~~RESOLVED, that the Rules Committee of the Nassau County~~
Legislature authorizes the County Executive to execute the said amendment to agreement with VHB Engineering, Surveying and Landscape Architecture, P.C.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: June 24, 2015

SUBJECT: Approval of Contract Advisement

This Department is requesting approval of the following encumbrance that is necessary for traffic engineering services as part of our "On-Call" traffic engineering contract.

PERSONAL SERVICES ON-CALL ASSISTANCE CONTRACT H6270005C4
CAPITAL PROJECT 62017 - \$500,000

This is an encumbrance to the "On-Call" Traffic Engineering Contract No. H6270005C4. The work to be performed under this encumbrance includes the construction management and inspection services associated with two federally funded projects. These projects include the installation replacement signals and other ancillary equipment on related to Contracts H6245404G and H6245407G. This work has been ongoing and the encumbrance will close out all contract work. The proposal dated January 28, 2015 is found acceptable.

The proposed fee of \$500,000 represents a fair fee for the services. Funds are available in the appropriate account.

With your concurrence, the Department will move forward with amending the above referenced contract and also encumbering \$500,000 related to the scope of work identified.

Following your approval or disapproval, we will proceed accordingly.


Richard Millet
Chief Deputy Commissioner

SSG:KGA

c: Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Sheila Dukacz, Traffic Engineer II
Jeff Lindgren, Traffic Engineer II
Christopher Yansick, Management Analyst II

APPROVED:

DISAPPROVED:

 6/26/15
Richard R. Walker Date
Chief Deputy County Executive

Richard R. Walker Date
Chief Deputy County Executive



AMENDMENT NO. 3

This AMENDMENT Number 3, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., ~~2150 Joshua's Path, Suite 300~~, Hauppauge, New York 11788 (the "Firm").
100 Motor Parkway, Suite 135

WITNESSETH:

WHEREAS, pursuant to County contract number H6270005C4 between the County and the Firm, executed on behalf of the County on April 6, 2012, (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with Traffic Signal projects, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Fifty Thousand Dollars (\$150,000) (the "Original Maximum Amount"). Through Amendment No. 1, the Original Maximum Amount was increased by Five Hundred Thousand Dollars (\$500,000). Through Amendment No. 2, the Maximum Amount was increased by Four Hundred Thousand Dollars (\$400,000), so that the total maximum amount that the County shall pay to the Firm as consideration for Services, including extra services, shall not exceed One Million Fifty Thousand Dollars (\$1,050,000) (the "Amended Maximum Amount").

WHEREAS, the term of the Original Agreement was from April 6, 2012 through June 30, 2013 (the "Original Term"); through Amendment No. 2 the term of the agreement was extended by eighteen (18) additional months, expiring December 31, 2014. The County desires to extend the term to December 31, 2015 (the "Amended Term").

~~NOW, THEREFORE, in consideration of the premises and mutual covenants contained~~
in this Amendment, the parties agree as follows:

1. Term Extension. The Term of the Agreement shall be extended by Twelve (12) Months so that the termination of the Agreement, as amended by this Amendment shall be December 31, 2015, or such later date as is necessary to complete Services requested prior to December 31, 2015.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VHB Engineering, Surveying and Landscape
Architecture, P.C.

By: 

Name: Theresa Elkowitz

Title: Vice President

Date: 6/17/15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

)SS.:

On the 17 day of JUNE in the year 2017 before me personally came Elkowitz to me personally known, who, being by me duly sworn, did depose that he or she resides in the County of Suffolk; that he or she is the President of YHB Engineering, Surveying + Landscape Architecture, PC; that he or she executed the above instrument; and that he or she signed his or her name thereto by _____ of the board of directors of said corporation.

Isabel Brown

DEBORAH DEENAN
Notary Public, State of New York
No. 06890700-0B
Qualified to Sign County
Commission Expires August 23, 2016

)ss.:

On the ____ day of _____ in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

3

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The ~~managing principal~~ of the Proposer/Bidder is:

VHB Engineering, Surveying and Landscape Architecture, P.C. (Name)

100 Motor Parkway, Suite 135, Hauppauge, New York 11788 (Address)

(631) 787-3400 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/17/15
Dated

Theresa Elkowitz
Signature of ~~Chief Executive Officer~~ Vice President

Theresa Elkowitz
Name of ~~Chief Executive Officer~~ Vice President

Sworn to before me this

17th day of JUNE, 2015

Deborah Brennan
Notary Public

DEBORAH BRENNAN
Notary Public, State of New York
No. 01BR6114898
Qualified in Suffolk County
Commission Expires August 23, 2016

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: VHB Engineering, Surveying and Landscape Architecture, P.C.
Address: 100 Motor Parkway, Suite 135.
City, State and Zip Code: Hauppauge, New York 11788
2. Entity's Vendor Identification Number: 04-3472601
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ professional corp. Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Director: Richard E. Hangen
Officers: Patrick O'Leary
Christopher Danforth
Bonita June Von Ohlsen

-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Richard E. Hangen, sole shareholder

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Vanasse Hangen Brustlin, Inc.

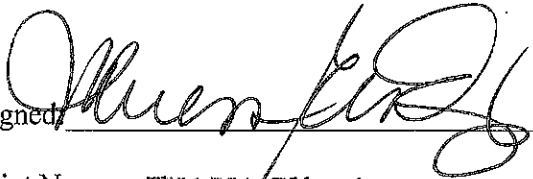
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/17/15

Signed: 

Print Name: Theresa Elkowitz

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page for a complete description of lobbying activities.**

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/17/18

Signed: 

Print Name: Theresa Elkowitz

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VHB Engineering, Surveying and Landscape Architecture, P.C.

CONTRACTOR ADDRESS: 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788

FEDERAL TAX ID #: 04-3472601

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contractor was selected through an open competitive RFP process. This is the third amendment.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

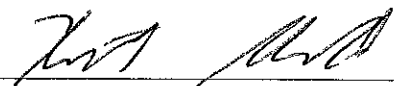
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

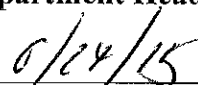
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#: H6270005C4

Department: Public Works

CF (Capital) **Contract Details**

E-209-13 SERVICE On Call Traffic Engineering Services

NIFS ID #: CFPW11000038 NIFS Entry Date: _____ Term: from 4/6/12 to 12/31/2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name VHB Engineering, Surveying and Landscape Architecture, P.C.	Vendor ID# 04-3472601	Department Contact Kenneth Arnold	
Address 2150 Joshua's Path, Suite 300 Hauppauge, NY 11788	Contact Person Robert Eschbacher, P.E. Phone (631) 234-3444	Address 1194 Prospect Ave Westbury, New York 11590 Phone 516-571-9607	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/5/13	[Signature]	
	DPW (Capital Only)	CP Capital Fund Approval <input checked="" type="checkbox"/>	8/14/13	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	9/12/13	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
9/24/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/25/13	[Signature]	
9/26/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/26/13	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/30/13	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	10/20/13	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	10/26/13	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	10/31/13	[Signature]	

G-209-13

RULES RESOLUTION NO. 317 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICE
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB
ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE,
P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-18-13
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C., to provide on call traffic engineering services, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C.

AMENDMENT NO. 2

This AMENDMENT Number 2, effective as of April 1, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number H6270005C4 between the County and the Firm, executed on behalf of the County on April 6, 2012, as amended by Amendment No. 1 executed on behalf of the County on December 12, 2012 (as so amended the "Original Agreement") the Firm performed certain services for the County in connection with on call traffic engineering projects, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement, as amended, was from April 6, 2012 through June 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment Number 2, the parties agree as follows:

1. Term Extension. The Term of the Original Agreement shall be extended by eighteen (18) months so that the termination of the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be December 31, 2014.

2. Payment. Section 3(a) of the Original Agreement, entitled Amount of Consideration shall be increased by Four Hundred Thousand Dollars (\$400,000), so that the total Maximum Amount to be paid to the firm as full consideration for services including extra services shall not exceed One Million Fifty Thousand Dollars (\$1,050,000) ("Amended Maximum Amount"). Payment for additional services shall be made in accordance with the rates and terms provided for the Original Agreement.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Suffolk

On the 12th day of August in the year 2013 before me personally came Theresa Elkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Principal of VHB Engineering Surveying and the Landscape Architecture, P.C. corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Mallory Mae Hoff

NOTARY PUBLIC

MALLORY MAE HOFFMAN
Notary Public, State of New York
No. 01HO6220142
Qualified in Suffolk County
Commission Expires April 12, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12th day of December in the year 2013 before me personally came Richard R. Walter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259028
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

- Principal
1. The ~~XXXXXX~~ of the Contractor is:

Theresa Elkowitz (Name)

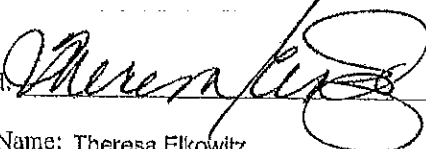
2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (Address)

631-234-3444 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.
Address: 2150 Joshua's Path, Suite 300
City and State: Hauppauge, NY Zip Code 11788
2. Firm's Vendor Identification Number: 04-3472601
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. X (Professional Corporation) _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
- Patrick O'Leary, 54 Tuttle Place, Middletown, CT 06457
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Patrick O'Leary, 54 Tuttle Place, Middletown, CT 06457
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [If none, enter "None"] (* Include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- Vanasse Hangen Brustlin, Inc.
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
- Dated: Sept 5, 2013 Signed: 
Print Name: Theresa Elkowitz
Title: Principal

VHB Governance

VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2014)
William J. Roache, Assistant Clerk (term expires April 2016)
Gerry Salontai (term expires April 2015)
Michael S. McArdle (term expires April 2016)
Michael J. Carragher (term expires April 2015)
Kenneth E. Rodman Jr. (term expires April 2015)
Donald J. Cooke (term expires April 2014)
Christopher R. Conklin (term expires April 2014)
Kimberly A. Eccles (term expires April 2016)

Elected Corporate Officers

Robert S. Brustlin, President and Chairman of the Board
John B. Jackson, Treasurer
Robert M. Dublinsky, Clerk
William J. Roache, Assistant Clerk
Anne P. Zebrowski, General Counsel

Board Appointed Officers

Michael J. Carragher
James L. Diorio
Christopher J. Brown

List of all Stockholders

Employee Name	Address	Group Label
Daily, Christopher	8300 Boone Boulevard, Suite 700, Vienna, VA 22182	Associate
D'Amello, Scott	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Danforth, Christopher	54 Tuttle Place, Middletown, CT 06457	Principal
Danila, Kenneth	101 Water Street, Watertown, MA 02472	Associate
Daring, Gordon	54 Tuttle Place, Middletown, CT 06457	Associate
Davis, Scott	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate
Derdarian, Stephen	101 Water Street, Watertown, MA 02472	Associate
DeSantis, William	10 Dorrance Street, Suite 400, Providence, RI 02903	Principal
DeVoe, Lauren	101 Water Street, Watertown, MA 02472	Associate
Dewitt, Chris	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principal
Dibenedetto, Louis	99 High Street, 10th Floor, Boston, MA 02110	Associate
Diorlo, James	101 Water Street, Watertown, MA 02472	Senior Principal
Domigan, Patricia	101 Water Street, Watertown, MA 02472	Principal
Dorokhina, Victoria	101 Water Street, Watertown, MA 02472	Associate
Dubinsky, Robert	101 Water Street, Watertown, MA 02472	Senior Principal
Dunford, Patrick	101 Water Street, Watertown, MA 02472	Associate
Dupuis, Rick	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Principal
Eccles, Kimberly	4000 WestChase Boulevard, Suite 530, Raleigh, NC 27607	Principal
Eisenberg, Bethany	101 Water Street, Watertown, MA 02472	Associate
Eisenberg, Terri	101 Water Street, Watertown, MA 02472	Associate
Elkowitz, Theresa	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Principal
Eng-Wong, Paul	Two Penn Plaza, Suite 2602, New York, NY 10121	Principal
Eschbacher, Robert	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Principal
Fasser, Jef	101 Water Street, Watertown, MA 02472	Associate
Feinstein, Jonathan	101 Water Street, Watertown, MA 02472	Senior Principal
Fontaine, Robin	54 Tuttle Place, Middletown, CT 06457	Associate
Frye, Chris	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Associate
Furman, John	One Federal Street, Bldg 103-3N, Springfield, MA 01105	Associate
Gaglione, Myrina	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate
Garbier, Jean	101 Water Street, Watertown, MA 02472	Associate
Gennaro, Kim	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Associate
Gibson, Diana	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Goodrich, Gregory	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Grande, Anthony	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Principal
Greenberg, David	101 Water Street, Watertown, MA 02472	Associate
Gregoire, Christopher	101 Water Street, Watertown, MA 02472	Associate
Gross, Francis	4000 WestChase Boulevard, Suite 530, Raleigh, NC 27607	Associate
Guertin, Paul	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Guyette, Aaron	7056 US Route 7, North Ferrisburgh, VT 05473	Associate
Hagen, Winston	101 Water Street, Watertown, MA 02472	Associate
Hahn, Hugh	101 Water Street, Watertown, MA 02472	Principal
Hall, James	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Hall, Matthew	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Hart, Randall	101 Water Street, Watertown, MA 02472	Principal
Hartman, Ronald	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Hayatgheybi, Morteza	54 Tuttle Place, Middletown, CT 06457	Associate
Herr, Joseph	101 Water Street, Watertown, MA 02472	Principal
Hines, J.D.	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate
Hodgdon, Steven	6 Bedford Farms Drive, Suite 607, Bedford, NH 03110	Associate
Hogan, Maureen	101 Water Street, Watertown, MA 02472	Associate
Hogan, Timothy	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Associate
Holloman, Kelly	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Associate

List of all Stockholders

Employee Name	Address	Group Label
Moyer, Paul	8300 Boone Boulevard, Suite 700, Vienna, VA 22182	Associate
Murphy, Julie	101 Water Street, Watertown, MA 02472	Associate
Murphy, Patricia	101 Water Street, Watertown, MA 02472	Associate
Nabors, Daniel	8300 Boone Boulevard, Suite 700, Vienna, VA 22182	Associate
Nagi, Robert	101 Water Street, Watertown, MA 02472	Principal
Nauyokas, Paul	101 Water Street, Watertown, MA 02472	Associate
Nelson, Jeffrey	7056 US Route 7, North Ferrisburgh, VT 05473	Principal
Nichols, Susan	101 Water Street, Watertown, MA 02472	Associate
Nowak, Christopher	101 Water Street, Watertown, MA 02472	Associate
Noyes, Ryan	7056 US Route 7, North Ferrisburgh, VT 05473	Associate
Nurzynski, Darek	101 Water Street, Watertown, MA 02472	Associate
O'Brien, James	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Associate
O'Callaghan, Francis	101 Water Street, Watertown, MA 02472	Senior Principal
O'Connell, Charles	8300 Boone Boulevard, Suite 700, Vienna, VA 22182	Associate
Ogden, Kathleen	99 High Street, 10th Floor, Boston, MA 02110	Associate
O'Leary, Patrick	54 Tuttle Place, Middletown, CT 06457	Principal
O'Neill, Stephen	54 Tuttle Place, Middletown, CT 06457	Principal
Oslecki, Stephen	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Ostrodka, Curtis	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Overcash, Lyle	4000 WestChase Boulevard, Suite 530, Raleigh, NC 27607	Principal
Padien, Daniel	99 High Street, 10th Floor, Boston, MA 02110	Associate
Paquette, Gil	500 Southborough Drive, Suite 105B, S. Portland, ME 04106	Associate
Patel, Bharat	10 Dorrance Street, Suite 400, Providence, RI 02903	Principal
Penfield, Robert	101 Water Street, Watertown, MA 02472	Associate
Perry, Ameddja	7056 US Route 7, North Ferrisburgh, VT 05473	Associate
Peterson, Jeffrey	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Pickart, David	101 Water Street, Watertown, MA 02472	Principal
Pisano, Jamie	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Prowell, John	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Quitzau, Curtis	101 Water Street, Watertown, MA 02472	Associate
Reddeck, Anthony	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate
Regan, Michael	101 Water Street, Watertown, MA 02472	Associate
Reynolds, Neville	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principal
Richards, Heidi	101 Water Street, Watertown, MA 02472	Associate
Roache, William	101 Water Street, Watertown, MA 02472	Founder
Robertson, Clayton	8043 Cooper Creek Boulevard, Suite 201, University Park, FL 34201	Associate
Robertson, Craig	101 Water Street, Watertown, MA 02472	Associate
Rodman, Kenneth	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Principal
Romeo, Stephen	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Principal
Rosenblatt, Adam	10 Dorrance Street, Suite 400, Providence, RI 02903	Associate
Rosser, Tyson	4500 Main Street, Suite 400, Virginia Beach, VA 23462	Principal
Roy, Leo	101 Water Street, Watertown, MA 02472	Principal
Russ, Donald	2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Associate
Rutherford, Shannon	54 Tuttle Place, Middletown, CT 06457	Associate
Ryder, Griffin	101 Water Street, Watertown, MA 02472	Associate
Saccardi, John	50 Main Street, Suite 360, White Plains, NY 10606	Principal
Schliff, David	50 Main Street, Suite 360, White Plains, NY 10606	Principal
Schwartz, Ken	101 Water Street, Watertown, MA 02472	Principal
Sellen, James	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Principal
Serviss, Gary	8043 Cooper Creek Boulevard, Suite 201, University Park, FL 34201	Principal
Sewell, Randy	351 McLaws Circle, Suite 3, Williamsburg, VA 23185	Associate
Slwinski, Benjamin	225 E. Robinson Street, Suite 300, Orlando, FL 32801	Associate

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VHB Engineering, Surveying and Landscape Architecture, P.C.

CONTRACTOR ADDRESS: 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788

FEDERAL TAX ID #: 04-3472601

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The _____ evaluation _____ committee _____ consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

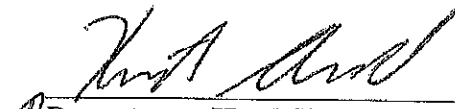
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
9/8/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CLPW12000053

Contract ID#: H6270005C4

Department: Public Works

CF (Capital)
Contract Details**E-214-12 CF**

SERVICE _____

NIFS ID #: CFPW11000038 NIFS Entry Date: _____ Term: from _____ to _____

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>

D52

Agency Information

Vendor	
Name	Vendor ID#
VHB Engineering, Surveying and Landscape Architecture, P.C.	04-3472601
Address	Contact Person
2150 Joshua's Path, Suite 300, Hauppauge, NY 11788	Robert Eschbacher, P.E.
	Phone
	(631) 234-3444

County Department
Department Contact
Kenneth Arnold
Address
1194 Prospect Ave Westbury, New York 11590
Phone
516-571-9607

Routing Slip

DATE	DEPARTMENT	INTERNAL VERIFICATION	SIGNATURE	REMARKS
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/15/12 [Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/19/12 [Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	11/19/12 [Signature]	
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	11/19/12 [Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	11/19/12 [Signature]	
	Legislative Affairs	Pw'd Original Contract to CA <input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval <input type="checkbox"/>	11/19/12 [Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	11/19/12 [Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	12/3/12 [Signature]	

Contract Summary

PRCF1205 (12/05)

Contract ID#: H6270005C4Department: Public Works

Description: On-Call Traffic Contract Amendment #1
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the scope of services has been amended to include emergency engineering and inspection services.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process, this is the first amendment.
Description of General Provisions: The contract amendment #1 will amend the scope of services to include emergency engineering and inspection services. Such services shall include, but are not limited to, oversight of the County's Debris Management Plan in relation to tree removal, stump grinding, and assessments of debris situations likely to be problematic during a similar storm event. Additionally the scope includes engineering services to address emergency conditions at various County infrastructure including the wastewater treatment facilities.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by \$500,000.
Change in Contract from Prior Procurement: The contract amendment #1 will amend the scope of services to include emergency engineering and inspection services, and increases the Maximum Amount of the Original Agreement by \$500,000.
Recommendation: Approve Contract Amendment #1 as submitted.

Advisement Information

BUDGET CODES	
Fund:	JBD FEM
Control:	10
Resp:	1000
Object:	DE
Transaction:	547

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	\$500,000
2	DW FEM 1000/DE 547	\$500,000
3		\$
4		\$
5		\$
6		\$
TOTAL		\$500,000

Document Prepared By: Kenneth ArnoldDate: 10/04/11CLPW12000053

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: <u>[Signature]</u> Date: <u>12/3/12</u> (For Office Use Only)	
Name: <u>JL</u>	Name: <u>[Signature]</u>	E #:			
Date: <u>11/29/12</u>	Date: <u>11/27/12</u>				

E-214-12

RULES RESOLUTION NO. 241 2012.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB
ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE,
P.C.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 11/24/12

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C. for emergency engineering and inspection services, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with VHB Engineering, Surveying and Landscape
Architecture, P.C.

RULES RESOLUTION NO. — 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for emergency engineering and inspection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with VHB Engineering, Surveying and Landscape Architecture, P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VHB Engineering, Surveying and Landscape Architecture, P.C.

CONTRACTOR ADDRESS: 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788

FEDERAL TAX ID #: 04-3472601

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The _____ evaluation _____ committee _____ consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

[The contract was originally executed by Nassau County on April 21, 2009]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a RFP was issued. Proposers were notified by a legal notice posted in Newsday and through the County website. Nine proposals were received and the highest four technically ranked firm was selected. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

November 15, 2012
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.
Address: 2150 Joshua's Path, Suite 300
City and State: Hauppauge, New York Zip Code: 11788
2. Firm's Vendor Identification Number: 04-3472601
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ Professional Corporation ☐ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
- Robert Brustlin, President, 101 Walnut Street, Watertown, MA 02471
John Jackson, Chief Financial Officer, 101 Walnut Street, Watertown, MA 02471
Anne Zebrowski, Officer & General Counsel, 101 Walnut Street, Watertown, MA 02471
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Robert Christman, 54 Turtle Place, Middletown, CT 06457
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- Vanasse Hangen Brustlin, Inc.
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
- Dated: 11-1-11 Signed: Anne Zebrowski
Print Name: Anne Zebrowski
Title: General Counsel

Vanessa Hangen Brustlin, Inc.
Common Stock Summary
2011

				10/31/11	
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	34	Albee, Robert R.	500	0.06% Assoc
MA	Watertown	98	Altobello, Michael J.	500	0.06% Assoc
MA	Watertown	130	Amico, Wayne P.	500	0.06% Assoc
VA	VA Beach	131	Andrea, David W.	500	0.06% Assoc
RI	RI	87	Ashworth, William R.	2,070	0.33% Principal
NH	NH	20	Baker, Christopher D.	3,850	0.47% Principal
NH	NH	33	Bakos, Gregory L.	6,200	0.64% Principal
MA	Watertown	83	Balkou, Robert G.	2,470	0.30% Principal
VA	Williamsburg	21	Barker, Nancy G.	13,400	1.64% Sr. Principal
VA	VA Beach	220	Barry, Larry	1,909	0.23% Principal
VA	Richmond	149	Beardsley, David P.	500	0.06% Assoc
RI	RI	35	Beaulieu-Shes, Christine	0	0.00% Principal
MA	Worcester	22	Bechard, John J.	8,500	1.04% Principal
FL	Orlando	64	Bertoncini, Mark F.	2,195	0.27% Principal
MA	Boston	116	Black, David R.	500	0.06% Assoc
NH	NH	99	Bobay, Christopher M.	500	0.06% Assoc
VA	Tysons Corner	10	Bohn, David A.	40,760	4.99% Sr. Principal
RI	RI	100	Bolavert, Arthur W.	0	0.00% Assoc
MA	Watertown	66	Bolavert, James L.	500	0.06% Assoc
MA	Watertown	23	Bonsignore, Ruth M.	15,360	1.86% Sr. Principal
MA	Watertown	86	Bosworth, Gregory M.	6,920	0.72% Principal
NH	NH	38	Bousa, Mary Robin	2,770	0.34% Principal
MA	Watertown	67	Bousquet, Russell J.	500	0.06% Assoc
MA	Watertown	198	Bozadjian, Rebecca	430	0.05% Assoc
FL	Orlando	62	Brown, Robert S.	501	0.06% Principal
MA	Watertown	1	Brustlin, Robert S.	51,000	6.24% Sr. Principal
NH	NH	132	Bryant, Timothy S.	500	0.06% Assoc
VA	Richmond	37	Burdick, Michael S.	500	0.06% Assoc
NH	NH	133	Bussiere, Louise J.	500	0.06% Assoc
NY	NY	175	Buttacevoli, David G.	500	0.06% Assoc
MA	Watertown	211	Byrne, Peter	384	0.05% Assoc
MA	Boston	38	Carey, Richard H.	2,070	0.25% Principal
FL	Orlando	39	Carragher, Michael J.	13,960	1.71% Sr. Principal
NJ	NJ	176	Caruso, David M.	500	0.06% Assoc
MA	Watertown	177	Castelli, Laura M.	500	0.06% Assoc
VA	Richmond	134	Chapman, R. Scott	500	0.06% Assoc
MA	Springfield	178	Chase, Matthew J.	500	0.06% Assoc
MA	Watertown	94	Cheung, Rocky L.	500	0.06% Assoc
VA	VA Beach	212	Chowning, B. Scott	384	0.05% Assoc
CT	CT	24	Christman, Robert	10,950	1.34% Sr. Principal
NH	NH	199	Clary, Peter A.	430	0.05% Assoc
RI	RI	101	Codega, Renee L.	500	0.06% Assoc
VT	VT	88	Colgan, Mark A.	4,570	0.56% Principal
MA	Watertown	179	Collins, Colleen	500	0.06% Assoc
MD	Silver Spring	102	Conklin, Christopher R.	2,820	0.35% Principal
MA	Watertown	103	Cooka, Donald J.	3,780	0.46% Principal
MA	Watertown	104	Costa, Michael J.	2,910	0.36% Principal
RI	RI		Courtemanche, Suzanne	339	0.04% Assoc
MA	Watertown	180	Cranshaw, William N.	500	0.06% Assoc
MA	Watertown	88	Crouch, Gene F.	500	0.06% Assoc
MA	Watertown	69	Dagley, Ronald S.	500	0.06% Assoc
VA	Tysons Corner		Dally, Christopher	339	0.04% Assoc
RI	RI	181	D'Amello, Scott	500	0.06% Assoc
CT	CT	117	Danforth, Christopher C.	2,070	0.25% Principal
CT	CT	70	Darling, Gordon R.	500	0.06% Assoc
VA	Richmond	12	Deloye, Kevin R.	10,300	1.26% Sr. Principal
MA	Watertown	71	Dardarian, Stephen F.	500	0.06% Assoc
RI	RI	72	DeSantis, William J.	4,040	0.49% Principal
VA	Williamsburg	119	Dewitt, George C.	2,420	0.30% Principal
MA	Boston	41	DiBenedetto, Louis	500	0.06% Assoc
MA	Watertown	26	Dlorio, James L.	9,050	1.11% Sr. Principal
MA	Watertown	120	DiPietro, Frank D.	0	0.00% Assoc
MA	Watertown	73	Domigan, Patricia G.	3,860	0.45% Principal
MA	Watertown	182	Dorokhin, Victoria	500	0.06% Assoc

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

				10/01/11	
				No. of	
State	Office	Seq.	Shareholder	Shares (ending)	%
MA	Watertown	26	Dubinsky Jr., Robert M.	18,750	2.03% Sr. Principal
MA	Watertown	135	Dunford, Patrick T.	500	0.06% Assoc
RI	NY	150	Dupuis, Richard M.	600	0.06% Assoc
NC	Raleigh	151	Eccles, Kimberly A.	2,320	0.26% Principal
MA	Watertown	42	Eisenberg, Bethany E.	500	0.06% Assoc
MA	Watertown	74	Eisenberg, Terri B.	500	0.06% Assoc
NY	NY	207	Elkowitz, Theresa	2,550	0.31% Principal
NJ	NJ		Eng-Wong	1,877	0.23% Principal
MA	Watertown	106	Engel, Maria S.	2,070	0.26% Principal
NY	NY	148	Eschbacher, Robert M.	2,920	0.36% Principal
MA	Watertown		Fasser, James E.	339	0.04% Assoc
MA	Watertown	6	Felstein, Jonathan L.	43,358	5.31% Sr. Principal
MA	Watertown	152	Fisk, Karen A.	600	0.06% Assoc
CT	CT	138	Fontaine, Robin A.	600	0.06% Assoc
VA	Williamsburg	106	Frye, Christopher W.	500	0.06% Assoc
MA	Springfield	95	Furman, John J.	500	0.06% Assoc
VA	Tysons Corner	114	Gay, Christopher	0	0.00% Principal
NY	NY	208	Gennaro, Kimberly	430	0.05% Assoc
NH	NH		Goodrich, Gregory	339	0.04% Assoc
NH	NH	75	Grande, Anthony	3,540	0.43% Principal
MA	Watertown	43	Greenberg, David M.	500	0.06% Assoc
NH	NH	44	Guertin, Paul G.	600	0.06% Assoc
NH	NH	45	Gunn, Sally M.	500	0.06% Assoc
CT	CT	88	Gustafson, Dean E.	600	0.06% Assoc
MA	Watertown	107	Hagen, Jr., Winston H.	500	0.06% Assoc
MA	Watertown	76	Hahn, Hugh G.	3,250	0.40% Principal
FL	Orlando	213	Hall, James R.	384	0.05% Assoc
NH	NH	183	Hall, Matthew D.	500	0.06% Assoc
NY	Albany	210	Helstead, Preston	386	0.06% Assoc
MA	Watertown	4	Hangen, Richard E.	2,500	0.31% Sr. Principal
MA	Watertown	46	Hart, Randall C.	2,470	0.30% Principal
RI	RI	153	Hartman, Ronald J.	500	0.06% Assoc
MA	Boston	82	Hemenway, Kathleen A.	500	0.06% Assoc
MA	Boston	27	Herr, Joseph R.	5,650	0.69% Principal
MA	Watertown	96	Hesslon, John M.	0	0.00% Principal
NH	NH	154	Hodgdon, Steven M.	500	0.06% Assoc
VA	Williamsburg	165	Hogan, Timothy J.	500	0.06% Assoc
MA	Watertown	137	Hollworth, Richard S.	3,020	0.37% Principal
VA	Tysons Corner	116	Hughes, Warren E.	0	0.00% Principal
MA	Watertown	121	Jackmin, Thomas W.	3,120	0.38% Principal
MA	Watertown	13	Jackson, John B.	14,450	1.77% Sr. Principal
FL	Orlando	47	Jennings, John R.	7,060	0.86% Principal
NH	NH	85	Johnson, Glen E.	500	0.06% Assoc
MA	Boston	77	Junghans, Mark S.	5,650	0.69% Principal
NJ	NJ	156	Junghans, Michael W.	2,270	0.28% Principal
MA	Watertown	157	Kalidri, Vinod K.	600	0.06% Assoc
CT	CT	158	Karim, Vahid	500	0.06% Assoc
MA	Watertown	164	Kealey, Matthew J.	500	0.06% Assoc
MA	Watertown	3	Kerinsedy, John J.	18,400	2.26% Sr. Principal
NH	NH	20	Kennedy, Martin F.	9,050	1.11% Sr. Principal
VA	Williamsburg	159	Ketterling, Brad	600	0.06% Assoc
MA	Watertown	90	Koor, Karl L.	2,640	0.31% Principal
FL	Orlando	160	Koib Jr., Joseph F.	500	0.06% Assoc
CT	CT	48	Kosalski, Daniel E.	500	0.06% Assoc
NJ	NJ		Kraft, Walter	1,877	0.23% Principal
MA	Watertown	200	Kremer, Susan H.	430	0.05% Assoc
MA	Watertown	49	Landry, Douglas L.	5,435	0.78% Principal
MA	Boston	122	Lassiter, Gregory L.	0	0.00% Principal
MA	Watertown	181	Lee, Sai-Kwong	500	0.06% Assoc
NH	NH	60	Leedy, Gordon	2,610	0.32% Principal
MA	Watertown		Lenhardt, Tracie	339	0.04% Assoc
NH	NH	93	Leo, Michael J.	500	0.06% Assoc
CT	CT	51	Libertine, Michael P.	2,120	0.26% Principal
VA	Richmond	186	Linderman, Diane M.	500	0.06% Assoc

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

				10/01/11	
				No. of	%
State	Office	Seq.	Shareholder	Shares (ending)	
MA	Watertown	108	Lizotte, Craig C.	500	0.06% Assoc
MA	Boston	214	Louro, Mark R.	384	0.06% Assoc
MA	Watertown	123	Lovett, Chris M.	2,170	0.27% Principal
VA	Tysons Corner	62	Lower, Teresa A.	3,440	0.42% Principal
RI	RI	7	Lucifero, Thomas	44,200	5.41% Sr. Principal
MA	Watertown	29	Lurie, Carol A.	8,430	0.73% Principal
MA	Watertown	138	Lydon, John L.	800	0.06% Assoc
MA	Watertown	9	Maepherson, Philip J.	29,800	3.65% Sr. Principal
MA	Watertown	14	Magni Jr., Joseph D.	8,500	0.80% Principal
NY	NY		Manning, David	339	0.04% Assoc
MA	Boston	124	Manning, Sean M.	600	0.06% Assoc
NY	NY	162	Mazzola, Thomas A.	600	0.06% Assoc
MA	Boston	53	McArdle, Michael S.	2,480	0.30% Principal
MA	Watertown	86	McIntosh, Timothy B.	500	0.06% Assoc
MA	Watertown	216	McIntyre, David L.	384	0.06% Assoc
MA	Watertown		McKinlay, Paul	339	0.04% Assoc
MA	Watertown	30	McNeales, Michael E.	13,750	1.68% Sr. Principal
MA	Watertown	15	McNell, Lee T.	7,150	0.87% Principal
FL	Orlando	217	Miller, Stephen	1,909	0.23% Principal
RI	RI	108	Moberg, Susan E.	2,070	0.25% Principal
MA	Watertown	218	Morrison-Logan, Geoffrey M.	384	0.06% Assoc
MA	Buiston	163	Moshier, Howard F.	600	0.06% Assoc
RI	RI	201	Moura, Antonio S.	0	0.00% Assoc
MA	Watertown	78	Mulise, Howard W.	500	0.06% Assoc
MA	Watertown	139	Murphy, Julia M.	500	0.06% Assoc
MA	Watertown	64	Murphy, Patricia	500	0.06% Assoc
VA	Tysons Corner	187	Nabors, Daniel T.	500	0.06% Assoc
MA	Watertown	55	Nagl, Robert L.	3,415	0.42% Principal
MA	Watertown	164	Naiyokas, Paul T.	500	0.06% Assoc
VT	VT	197	Nelson, Jeffrey A.	2,870	0.35% Principal
MA	Watertown	188	Nichols, Susan A.	500	0.06% Assoc
MA	Watertown	189	Nowak, Christopher D.	500	0.06% Assoc
VT	VT	190	Noyes, Ryan B.	500	0.06% Assoc
MA	Watertown	56	Nurzynski, Darek	500	0.06% Assoc
MA	Watertown	6	O'Callaghan, Francis S.	43,750	5.35% Sr. Principal
VA	Tysons Corner	191	O'Connell, Charles	500	0.06% Assoc
RI	RI	57	O'Connor, Timothy M.	0	0.00% Principal
CT	CT	79	O'Leary, Patrick N.	7,110	0.87% Principal
CT	CT	58	O'Neill, Stephen J.	2,170	0.27% Principal
FL	Orlando	192	Ostecki, Stephen A.	500	0.06% Assoc
MA	Watertown	109	Padlen, Daniel J.	500	0.06% Assoc
MA	Watertown		Palewonsky, Michael	339	0.04% Assoc
RI	RI	80	Patel, Bharat	3,430	0.42% Principal
VT	VT	202	Perry, Ameddia J.	430	0.06% Assoc
FL	Orlando		Perry, David	339	0.04% Assoc
RI	RI	59	Peterson, Jeffrey C.	500	0.06% Assoc
MA	Watertown	60	Pickard, David S.	2,320	0.28% Principal
RI	RI	193	Pisano, James M.	500	0.06% Assoc
MA	Watertown	91	Quitzau, Curtis R.	500	0.06% Assoc
FL	Orlando	185	Reddick, Anthony P.	500	0.06% Assoc
MA	Watertown		Regan, Michael	339	0.04% Assoc
VA	Williamsburg	18	Reynolds, R. Neville	7,400	0.91% Principal
MA	Watertown	110	Richards, Heliff U.	500	0.06% Assoc
VA	VA Beach	221	Rinnor, Vaughn	1,909	0.23% Principal
MA	Watertown	2	Roache, William J.	46,000	5.63% Sr. Principal
FL	Sarasota	111	Robertson, Henry C.	500	0.06% Assoc
VA	VA Beach	140	Rodman, Kenneth E.	2,295	0.28% Principal
VA	Williamsburg	222	Romeo, Stephen	1,909	0.23% Principal
VA	VA Beach	166	Rosser, Tyson N.	500	0.06% Assoc
MA	Watertown	167	Roy, Leo P.	2,620	0.32% Principal
NY	NY	168	Russ, Donald M.	500	0.06% Assoc
CT	CT	141	Rutherford, Shannon K.	500	0.06% Assoc
NY	White Plains	223	Saccardi, John J.	1,909	0.23% Principal
NY	White Plains	224	Schiff, David B.	1,909	0.23% Principal

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

10/01/11					
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	97	Schwartz, Kenneth A.	4,640	0.67% Principal
MA	Watertown	194	Schwartz, Felipe R.	500	0.06% Assoc
FL	Orlando	216	Sollen, James	1,909	0.23% Principal
FL	Sarasota	51	Serviss, Gary M.	3,210	0.39% Principal
VA	Williamsburg	169	Sewell, Randy	500	0.06% Assoc
VA	Williamsburg	125	Sledd, Alvin D.	0	0.00% Assoc
MA	Boston	17	Sloan-Rossiter, Susan P.	8,160	1.00% Principal
RI	RI	142	Smedberg, Robert J.	500	0.06% Assoc
NY	White Plains	225	Smith, David	339	0.04% Assoc
VA	Tysons Corner	143	Smith, Michelle J.	500	0.06% Assoc
NY	NY	170	Soldano, Diana M.	0	0.00% Assoc
MA	Watertown	81	Sorensen, Peter T.	500	0.06% Assoc
NY	NY	171	Spittal, Scott R.	500	0.06% Assoc
RI	RI	203	Stabach, Jonathan B.	430	0.05% Assoc
MA	Watertown	144	Staffler, Kenneth S.	500	0.06% Assoc
MA	Watertown	31	Standley, Lisa A.	8,050	0.90% Principal
VA	VA Beach	126	Stronach, John M.	2,120	0.26% Principal
NH	NH		Suennen, Mark	339	0.04% Assoc
RI	RI	127	Tagliapietra, David	2,470	0.30% Principal
NH	NH	32	Tasker, Bruce A.	2,155	0.26% Principal
NJ	NJ		Taub, Martin	1,877	0.23% Principal
VA	Richmond	8	Thomas, Stephen W.	44,200	5.41% Sr. Principal
NH	NH	204	Thrus, Jacob T.	430	0.05% Assoc
MA	Watertown	195	Turner, Selby L.	500	0.06% Assoc
MA	Watertown	145	Varrell, Matthew D.	500	0.06% Assoc
RI	RI	112	Vaughn, Shane Marie	500	0.06% Assoc
NJ	NJ		Veeregowda, Babu	1,877	0.23% Principal
MA	Watertown	113	Vellokovio, Vera	500	0.06% Assoc
MA	Watertown	174	Vilcekchla, David M.	3,930	0.48% Principal
NH	NH	128	Walker, Peter J.	2,070	0.25% Principal
FL	Orlando	219	Walsh, Kevin	1,909	0.23% Principal
MA	Watertown	205	Walsh, Rita G.	430	0.05% Assoc
MA	Watertown	146	Wanal, Joseph T.	500	0.06% Assoc
FL	Orlando		Warren, Eric E.	339	0.04% Assoc
MA	Watertown	196	Whalley, Edward A.	500	0.06% Assoc
MA	Watertown	18	Whalley Jr., Thomas F.	6,050	0.74% Principal
MA	Boston	19	Wilcock, David C.	4,225	0.52% Principal
MA	Watertown	206	Wiltmer, Ralph R.	430	0.05% Assoc
VA	Williamsburg	147	Wingard, Tricia A.	500	0.06% Assoc
MA	Watertown	83	Wong, Sue W.	500	0.06% Assoc
MA	Boston	129	Wynne, Karen J.	2,270	0.28% Principal
FL	Orlando	92	Yeargain, Paul W.	500	0.06% Assoc
MA	Watertown	84	Zebrowski, Anne P.	6,980	0.85% Principal
MA	Watertown	173	Zelazny, Adrian	500	0.06% Assoc
MA	Boston	172	Zimmerman, Kristine W.	500	0.06% Assoc

Total

817,256 100%

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Vanasse Hangen Brustlin, Inc.
Address: 101 Walnut Street, PO Box 9151
City and State: Watertown, MA 02471-9151 Zip Code: 02471-9151
2. Firm's Vendor Identification Number: 04-2931679
3. Type of Business: ☒ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify) _____
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
See Attached Sheet(s)
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
See Attached Sheet(s)
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
VHB Engineering, Surveying and Landscape Architecture, P.C.
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
Dated: 11-1-11 Signed: Anne Zebrowski
Print Name: Anne Zebrowski
Title: General Counsel



VHBCentral > Teams > Corporate > VHB Governance

VHB Governance

VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2014)

William J. Roache, Assistant Clerk (term expires April 2013)

Jonathan L. Feinstein (term expires April 2013)

Kenneth A. Schwartz (term expires April 2012)

John J. Kennedy (term expires April 2012)

Theresa Elkowitz (term expires April 2013)

Donald J. Cooke (term expires April 2014)

Christopher R. Conklin (term expires April 2014)

Gerly Salontal (term expires April 2012)

Elected Corporate Officers

Robert S. Brustlin, President and Chairman of the Board

John B. Jackson, Treasurer

Robert M. Dubinsky, Clerk

William J. Roache, Assistant Clerk

Anne P. Zebrowski, General Counsel

Board Appointed Officers

Michael J. Carragher

James L. Diorio

Vaughn Rinner

David Perry

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

State	Office	Seq.	Shareholder	10/01/11	
				No. of Shares (ending)	%
MA	Watertown	34	Albee, Robert R.	500	0.06% Assoc
MA	Watertown	98	Altobello, Michael J.	500	0.06% Assoc
MA	Watertown	130	Amico, Wayne P.	500	0.06% Assoc
VA	VA Beach	131	Andrea, David W.	600	0.06% Assoc
RI	RI	87	Ashworth, William R.	2,670	0.33% Principal
NH	NH	20	Baker, Christopher D.	3,860	0.47% Principal
NH	NH	33	Bakos, Gregory L.	5,200	0.64% Principal
MA	Watertown	63	Balkor, Robert O.	2,470	0.30% Principal
VA	Williamsburg	21	Barker, Nancy G.	13,400	1.64% Sr. Principal
VA	VA Beach	220	Barry, Larry	1,909	0.23% Principal
VA	Richmond	149	Beardsley, David P.	500	0.06% Assoc
RI	RI	36	Beaulieu-Shea, Christine	0	0.00% Principal
MA	Worcester	22	Bechard, John J.	8,600	1.04% Principal
FL	Orlando	64	Bertondini, Mark F.	2,196	0.27% Principal
MA	Boston	116	Black, David R.	600	0.06% Assoc
NH	NH	99	Bobay, Christopher M.	500	0.06% Assoc
VA	Tysons Corner	10	Bolin, David A.	40,750	4.99% Sr. Principal
RI	RI	100	Bolsvert, Arthur W.	0	0.00% Assoc
MA	Watertown	66	Bolsvert, James L.	500	0.06% Assoc
MA	Watertown	23	Bonsignore, Ruth M.	16,360	1.88% Sr. Principal
MA	Watertown	66	Bosworth, Gregory M.	6,920	0.72% Principal
NH	NH	36	Bousa, Mary Robin	2,770	0.34% Principal
MA	Watertown	67	Boutiquet, Russell J.	500	0.06% Assoc
MA	Watertown	198	Bozadjian, Rebecca	430	0.05% Assoc
FL	Orlando	62	Brown, Robert S.	501	0.06% Principal
MA	Watertown	1	Brustlin, Robert S.	61,000	6.24% Sr. Principal
NH	NH	132	Bryant, Timothy S.	500	0.06% Assoc
VA	Richmond	37	Burdick, Michael S.	500	0.06% Assoc
NH	NH	133	Bussiere, Louise J.	500	0.06% Assoc
NY	NY	176	Buttaoavoli, David G.	500	0.06% Assoc
MA	Watertown	211	Byrne, Peter	384	0.05% Assoc
MA	Boston	38	Carey, Richard H.	2,070	0.25% Principal
FL	Orlando	39	Carragher, Michael J.	13,950	1.71% Sr. Principal
NJ	NJ	178	Caruso, David M.	500	0.06% Assoc
MA	Watertown	177	Castelli, Laura M.	500	0.06% Assoc
VA	Richmond	134	Chapman, R. Scott	600	0.06% Assoc
MA	Springfield	179	Chase, Matthew J.	500	0.06% Assoc
MA	Watertown	94	Cheung, Rocky L.	500	0.06% Assoc
VA	VA Beach	212	Chewning, B. Scott	384	0.05% Assoc
CT	CT	24	Christman, Robert	10,950	1.34% Sr. Principal
NH	NH	199	Clary, Peter A.	430	0.05% Assoc
RI	RI	101	Codega, Renee L.	600	0.06% Assoc
VT	VT	88	Colgan, Mark A.	4,570	0.56% Principal
MA	Watertown	179	Collins, Colleen	500	0.06% Assoc
MD	Silver Spring	102	Conklin, Christopher R.	2,820	0.35% Principal
MA	Watertown	103	Cooke, Donald J.	3,760	0.46% Principal
MA	Watertown	104	Costa, Michael J.	2,910	0.36% Principal
RI	RI		Courtemanche, Suzanne	339	0.04% Assoc
MA	Watertown	180	Cranshaw, William N.	500	0.06% Assoc
MA	Watertown	68	Crouch, Gene F.	500	0.06% Assoc
MA	Watertown	69	Dagley, Ronald S.	500	0.06% Assoc
VA	Tysons Corner		Dally, Christopher	339	0.04% Assoc
RI	RI	181	D'Amello, Scott	500	0.06% Assoc
CT	CT	117	Danforth, Christopher G.	2,070	0.25% Principal
CT	CT	70	Darling, Gordon R.	500	0.06% Assoc
VA	Richmond	12	Deloye, Kevin R.	10,300	1.26% Sr. Principal
MA	Watertown	71	Derclarian, Stephen F.	500	0.06% Assoc
RI	RI	72	DeSantis, William J.	4,040	0.49% Principal
VA	Williamsburg	119	Dewitt, George G.	2,420	0.30% Principal
MA	Boston	41	DiBenedetto, Louis	500	0.06% Assoc
MA	Watertown	25	Diorio, James L.	9,060	1.11% Sr. Principal
MA	Watertown	120	DiPietro, Frank D.	0	0.00% Assoc
MA	Watertown	73	Domigan, Patricia G.	3,680	0.46% Principal
MA	Watertown	182	Dorokhin, Victoria	500	0.06% Assoc

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

				10/01/11	
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	26	Dubinsky Jr., Robert M.	13,760	2.05% Sr. Principal
MA	Watertown	136	Dunford, Patrick T.	600	0.06% Assoc
RI	NY	160	Dupuis, Richard M.	600	0.06% Assoc
NC	Raleigh	151	Eccles, Kimberly A.	2,320	0.28% Principal
MA	Watertown	42	Eisenberg, Bethany E.	600	0.06% Assoc
MA	Watertown	74	Eisenberg, Terri B.	600	0.06% Assoc
NY	NY	207	Elkowitz, Theresa	2,560	0.31% Principal
NJ	NJ		Eng-Wong	1,877	0.23% Principal
MA	Watertown	106	Engel, Maria S.	2,070	0.26% Principal
NY	NY	148	Eschbacher, Robert M.	2,920	0.36% Principal
MA	Watertown		Fasser, James E.	339	0.04% Assoc
MA	Watertown	6	Felstein, Jonathan L.	43,358	5.31% Sr. Principal
MA	Watertown	162	Fisk, Karen A.	600	0.06% Assoc
CT	CT	138	Fontaine, Robin A.	600	0.06% Assoc
VA	Williamsburg	108	Frye, Christopher W.	600	0.06% Assoc
MA	Springfield	86	Furman, John J.	600	0.06% Assoc
VA	Tysons Corner	114	Gay, Christopher	0	0.00% Principal
NY	NY	208	Gennaro, Kimberly	430	0.06% Assoc
NH	NH		Goodrich, Gregory	339	0.04% Assoc
NH	NH	76	Grande, Anthony	3,540	0.43% Principal
MA	Watertown	43	Greenberg, David M.	600	0.06% Assoc
NH	NH	44	Guerlin, Paul G.	600	0.06% Assoc
NH	NH	45	Gunn, Sally M.	600	0.06% Assoc
CT	CT	89	Gustafson, Dean E.	600	0.06% Assoc
MA	Watertown	107	Hagen, Jr., Winston H.	600	0.06% Assoc
MA	Watertown	78	Hahn, Hugh G.	3,260	0.40% Principal
FL	Orlando	213	Hall, James R.	384	0.05% Assoc
NH	NH	183	Hall, Matthew D.	600	0.06% Assoc
NY	Albany	210	Halsead, Preston	388	0.06% Assoc
MA	Watertown	4	Hangen, Richard E.	2,600	0.31% Sr. Principal
MA	Watertown	46	Hart, Randall C.	2,470	0.30% Principal
RI	RI	163	Hartman, Ronald J.	600	0.06% Assoc
MA	Boston	82	Hemonway, Kathleen A.	600	0.06% Assoc
MA	Boston	27	Herr, Joseph R.	6,650	0.69% Principal
MA	Watertown	96	Hesslon, John M.	0	0.00% Principal
NH	NH	164	Hodgdon, Steven M.	600	0.06% Assoc
VA	Williamsburg	166	Hogan, Timothy J.	600	0.06% Assoc
MA	Watertown	137	Hollworth, Richard S.	3,020	0.37% Principal
VA	Tysons Corner	116	Hughes, Warren E.	0	0.00% Principal
MA	Watertown	121	Jackmin, Thomas W.	3,120	0.38% Principal
MA	Watertown	13	Jackson, John B.	14,460	1.77% Sr. Principal
FL	Orlando	47	Jennings, John R.	7,060	0.86% Principal
NH	NH	85	Johnson, Glen E.	600	0.06% Assoc
MA	Boston	77	Jungmans, Mark S.	5,550	0.68% Principal
NJ	NJ	166	Jungmans, Michael W.	2,270	0.28% Principal
MA	Watertown	157	Kalldrl, Vinod K.	600	0.06% Assoc
CT	CT	168	Karimi, Vahid	600	0.06% Assoc
MA	Watertown	184	Kealey, Matthew J.	600	0.06% Assoc
MA	Watertown	3	Kennedy, John J.	18,400	2.25% Sr. Principal
NH	NH	28	Kennedy, Martin F.	9,050	1.11% Sr. Principal
VA	Williamsburg	169	Ketlerling, Brad	600	0.06% Assoc
MA	Watertown	90	Kobur, Karl L.	2,640	0.31% Principal
FL	Orlando	160	Kolb Jr., Joseph F.	600	0.06% Assoc
CT	CT	48	Kosalski, Daniel E.	600	0.06% Assoc
NJ	NJ		Kraft, Walter	1,877	0.23% Principal
MA	Watertown	200	Kremer, Susan H.	430	0.05% Assoc
MA	Watertown	49	Landry, Douglas L.	6,436	0.79% Principal
MA	Boston	122	Lassiter, Gregory L.	0	0.00% Principal
MA	Watertown	181	Lee, Sai-Kwong	600	0.06% Assoc
NH	NH	50	Leedy, Gordon	2,810	0.32% Principal
MA	Watertown		Lenhardt, Tracie	339	0.04% Assoc
NH	NH	93	Leo, Michael J.	600	0.06% Assoc
CT	CT	61	Liberlino, Michael P.	2,120	0.26% Principal
VA	Richmond	165	Linderman, Diane M.	600	0.06% Assoc

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

				10/01/11	
				No. of	%
State	Office	Seq.	Shareholder	Shares (ending)	
MA	Watertown	188	Lizotte, Craig C.	500	0.06% Assoc
MA	Boston	214	Louro, Mark R.	384	0.05% Assoc
MA	Watertown	123	Lovell, Chris M.	2,170	0.27% Principal
VA	Tysons Corner	62	Lower, Teresa A.	3,440	0.42% Principal
RI	RI	7	Lucifero, Thomas	44,200	5.41% Sr. Principal
MA	Watertown	29	Luria, Carol A.	8,430	0.79% Principal
MA	Watertown	198	Lydon, John L.	500	0.06% Assoc
MA	Watertown	9	Macpherson, Philip J.	29,800	3.65% Sr. Principal
MA	Watertown	14	Magni Jr., Joseph D.	3,500	0.80% Principal
NY	NY		Manning, David	339	0.04% Assoc
MA	Boston	124	Manning, Sean M.	500	0.06% Assoc
NY	NY	162	Mazzola, Thomas A.	500	0.06% Assoc
MA	Boston	63	McArdle, Michael S.	2,460	0.30% Principal
MA	Watertown	86	Meintosh, Timothy B.	500	0.06% Assoc
MA	Watertown	215	Molnlyre, David L.	684	0.06% Assoc
MA	Watertown		McKinlay, Paul	339	0.04% Assoc
MA	Watertown	30	McNeece, Michael E.	13,760	1.68% Sr. Principal
MA	Watertown	16	McNell, Lee T.	7,160	0.87% Principal
FL	Orlando	217	Miller, Stephen	1,909	0.23% Principal
RI	RI	108	Moberg, Susan E.	2,070	0.25% Principal
MA	Watertown	216	Morrison-Logan, Geoffrey M	384	0.06% Assoc
MA	Boston	163	Moshier, Howard F.	500	0.06% Assoc
RI	RI	201	Moura, Antonio S.	0	0.00% Assoc
MA	Watertown	78	Mulse, Howard W.	500	0.06% Assoc
MA	Watertown	189	Murphy, Julia M.	500	0.06% Assoc
MA	Watertown	54	Murphy, Patricia	500	0.06% Assoc
VA	Tysons Corner	187	Nabors, Daniel T.	500	0.06% Assoc
MA	Watertown	66	Nagi, Robert L.	3,415	0.42% Principal
MA	Watertown	184	Nauyokas, Paul T.	500	0.06% Assoc
VT	VT	197	Nelson, Jeffrey A.	2,870	0.36% Principal
MA	Watertown	188	Nichols, Susan A.	500	0.06% Assoc
MA	Watertown	189	Nowak, Christopher D.	500	0.06% Assoc
VT	VT	190	Noyes, Ryan B.	500	0.06% Assoc
MA	Watertown	58	Nurzynski, Darek	500	0.06% Assoc
MA	Watertown	5	O'Callaghan, Francis S.	43,760	5.36% Sr. Principal
VA	Tysons Corner	191	O'Connell, Charles	500	0.06% Assoc
RI	RI	67	O'Connor, Timothy M.	0	0.00% Principal
CT	CT	79	O'Leary, Patrick N.	7,110	0.87% Principal
CT	CT	58	O'Neill, Stephen J.	2,170	0.27% Principal
FL	Orlando	192	Osteckl, Stephen A.	500	0.06% Assoc
MA	Watertown	109	Padlen, Daniel J.	500	0.06% Assoc
MA	Watertown		Palewonsky, Michael	339	0.04% Assoc
RI	RI	80	Patel, Bharat	3,430	0.42% Principal
VT	VT	202	Perry, Amedelia J.	430	0.05% Assoc
FL	Orlando		Perry, David	339	0.04% Assoc
RI	RI	59	Peterson, Jeffrey C.	500	0.06% Assoc
MA	Watertown	60	Piotkari, David S.	2,320	0.28% Principal
RI	RI	183	Pisano, James M.	500	0.06% Assoc
MA	Watertown	91	Quitzau, Curtis R.	500	0.06% Assoc
FL	Orlando	185	Reddeck, Anthony P.	500	0.06% Assoc
MA	Watertown		Regan, Michael	339	0.04% Assoc
VA	Williamsburg	16	Reynolds, R. Neville	7,400	0.91% Principal
MA	Watertown	110	Richards, Hefel U.	500	0.06% Assoc
VA	VA Beach	221	Rhner, Vaughn	1,909	0.23% Principal
MA	Watertown	2	Roache, William J.	46,000	5.63% Sr. Principal
FL	Sarasota	111	Robertson, Henry C.	500	0.06% Assoc
VA	VA Beach	140	Rodman, Kenneth E.	2,295	0.28% Principal
VA	Williamsburg	222	Romeo, Stephen	1,909	0.23% Principal
VA	VA Beach	186	Rosser, Tyson N.	500	0.06% Assoc
MA	Watertown	167	Roy, Leo P.	2,820	0.32% Principal
NY	NY	188	Russ, Donald M.	500	0.06% Assoc
CT	CT	141	Rutherford, Shannon K.	500	0.06% Assoc
NY	White Plains	223	Saccardi, John J.	1,909	0.23% Principal
NY	White Plains	224	Schiff, David B.	1,909	0.23% Principal

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

10/01/11					
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	97	Schwartz, Kenneth A.	4,840	0.57% Principal
MA	Watertown	194	Schwartz, Felipe R.	800	0.08% Assoc
FL	Orlando	218	Sellen, James	1,909	0.23% Principal
FL	Sarasota	61	Serviso, Gary M.	3,210	0.39% Principal
VA	Williamsburg	169	Sewell, Randy	500	0.06% Assoc
VA	Williamsburg	126	Steddi, Alvin D.	0	0.00% Assoc
MA	Boston	17	Sloan-Rossiter, Susan P.	8,160	1.00% Principal
RI	RI	142	Smedberg, Robert J.	500	0.06% Assoc
NY	White Plains	226	Smith, David	339	0.04% Assoc
VA	Tysons Corner	143	Smith, Michelle J.	500	0.06% Assoc
NY	NY	170	Soldano, Diana M.	0	0.00% Assoc
MA	Watertown	81	Sorensen, Peter T.	500	0.06% Assoc
NY	NY	171	Spittler, Scott R.	500	0.06% Assoc
RI	RI	203	Stabach, Jonathan B.	430	0.05% Assoc
MA	Watertown	144	Staffler, Kenneth S.	500	0.06% Assoc
MA	Watertown	81	Standley, Lisa A.	3,050	0.39% Principal
VA	VA Beach	126	Stronach, John M.	2,120	0.28% Principal
NH	NH		Suonen, Mark	339	0.04% Assoc
RI	RI	127	Tagliarelli, David	2,470	0.30% Principal
NH	NH	32	Tasker, Bruce A.	2,155	0.26% Principal
NJ	NJ		Taub, Marlin	1,877	0.23% Principal
VA	Richmond	9	Thomas, Stephen W.	44,200	5.41% Sr. Principal
NH	NH	204	Tinus, Jacob T.	430	0.05% Assoc
MA	Watertown	195	Turner, Selby L.	500	0.06% Assoc
MA	Watertown	145	Varrell, Matthew D.	500	0.06% Assoc
RI	RI	112	Vaughn, Shane Marie	500	0.06% Assoc
NJ	NJ		Vaeregowda, Babu	1,877	0.23% Principal
MA	Watertown	113	Velikovic, Vera	500	0.06% Assoc
MA	Watertown	174	Viviecochia, David M.	3,930	0.48% Principal
NH	NH	128	Walker, Peter J.	2,070	0.26% Principal
FL	Orlando	219	Walsh, Kevin	1,909	0.23% Principal
MA	Watertown	205	Walsh, Rita G.	430	0.05% Assoc
MA	Watertown	146	Wanal, Joseph T.	500	0.06% Assoc
FL	Orlando		Warren, Eric E.	339	0.04% Assoc
MA	Watertown	196	Whalley, Edward A.	500	0.06% Assoc
MA	Watertown	18	Wholley Jr., Thomas F.	6,050	0.74% Principal
MA	Boston	19	Wilcock, David C.	4,225	0.52% Principal
MA	Watertown	206	Willmer, Ralph R.	430	0.05% Assoc
VA	Williamsburg	147	Wingard, Tricia A.	500	0.06% Assoc
MA	Watertown	83	Wong, Sue W.	500	0.06% Assoc
MA	Boston	129	Wynne, Karen J.	2,270	0.28% Principal
FL	Orlando	92	Yeargain, Paul W.	500	0.06% Assoc
MA	Watertown	84	Zebrowski, Anne P.	6,980	0.85% Principal
MA	Watertown	173	Zelazny, Adrian	500	0.06% Assoc
MA	Boston	172	Zimmerman, Kristina W.	500	0.06% Assoc
Total				817,266	100%

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H6270005C4 between the County and the Firm, executed on behalf of the County on 11/23/2011 (the "Original Agreement"), the Firm performed "on-call" engineering services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Fifty Thousand Dollars (\$150,000) (the "Maximum Amount");

WHEREAS, the term of the Original Agreement was from 4/6/2012 through 12/31/2012 (the "Original Term")

WHEREAS, in response to emergency conditions caused by the effects of Hurricane Sandy, the County and the Firm desire to amend the scope of services in the Original Agreement to include emergency engineering and inspection services ("Emergency Services");

WHEREAS, the County agrees to increase the Maximum Amount under the Original Agreement to pay for Emergency Services provided by the Firm under this Amendment;

WHEREAS, the County and the Contractor desire to extend the Original Term; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Scope of Services. Section 2 of the Original Agreement is hereby amended to include emergency engineering inspection services ("Emergency Services"). Such services shall include, but not be limited to, oversight of the County's Debris Management Plan in relation to tree removal; stump grinding; inspection services of the County's Sheltering and Temporary Essential Power (STEP) Program, and assessments of debris situations likely to be problematic during a similar storm event, the assessment

of County Buildings, Park Facilities, Roadways, Traffic Control Equipment and Bridges and engineering services associated with the Restoration of Wastewater Facilities.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by ~~Two~~^{Five} Hundred Thousand Dollars (\$500,000), payable for Emergency Services only, so that the total maximum amount the County shall pay to the Firm as full consideration for *all* services shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) ("Amended Maximum Amount"). Payment for Emergency Services shall be made in accordance with the rates and terms provided for in the Original Agreement.

3. Term Extension. The Term of the Original Agreement shall be extended by six (6) months so that the termination of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be 6/30/2013.

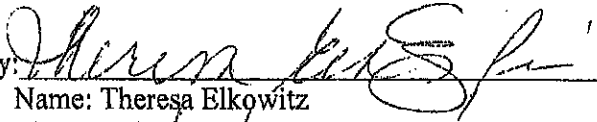
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM

VHB ENGINEERING, SURVEYING AND
LANDSCAPE ARCHITECTURE, P.C.

By: 
Name: Theresa Elkowitz
Title: Principal
Date: 11/19/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: County Executive
Deputy County Executive
Date: 12/3/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the 19 day of November in the year 2012 before me personally came Theresa Elkowitz, to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk; that she is the Principal of VHB Engineering, Surveying and Landscape Architecture, P.C., the professional corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

Susan A. Ciuffo
NOTARY PUBLIC

SUSAN A. CIUFFO
Notary Public - State of New York
No. 01C16018929
Qualified in Suffolk County
My Commission Expires February 1, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3 day of December in the year 2012 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Robert Brustlin, PE (Name)

2150 Joshua's Path Hauppauge, NY 11788 (Address)

631.234.3444 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has x has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:


4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has x has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.


November 19, 2012
Dated


Signature of Chief Executive Officer

for Robert Brustlin, PE
Name of Chief Executive Officer

Sworn to before me this

19 day of November, 2012.


Notary Public
SUSAN A. CIUFFO
Notary Public - State of New York
No. 01C18318929
Qualified in Suffolk County
My Commission Expires February 1, 2015

Contract ID#: 146270005C4CFPW11000038
Department: Public Works**E-191-11**
CF**CF (Capital)**
Contract Details

SERVICE "On-Call" Traffic Engineering Services

NIFS ID #: _____ NIFS Entry Date: _____ Term: from Execution to 12/31/2013

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name VHB Engineering, Surveying and Landscape Architecture, P.C.	Vendor ID# 04-3472601
Address 2150 Joshua's Path, Suite 300 Hauppauge, NY 11788	Contact Person Robert Eschbacher, P.E. Phone (631) 234-3444

County Department
Department Contact Aryeh Lemberger
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone (516) 571-9332

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/11/11	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	11/17/11	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res
11/21/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/21/11	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	11/21/11	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/21/11	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	11/23/11	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	11/23/11	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/23/11	<i>[Signature]</i>	

RULES RESOLUTION NO. 282-2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING AND LANDSCAPING ARCHITECTURE, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-19-11
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County on behalf of the Department of Public Works, has negotiated a personal services agreement with VHB Engineering, Surveying and Landscaping Architecture, P.C. for traffic engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with VHB Engineering, Surveying and Landscaping Architecture, P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VHB Engineering, Surveying and Landscape Architecture, P.C.

CONTRACTOR ADDRESS: 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788

FEDERAL TAX ID #: 04-3472601

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

11/16/11

Date

***NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works (fax 571-9657)

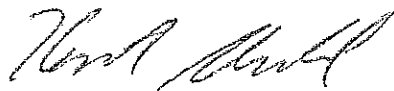
DATE: August 9, 2011

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: H6270005C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
DPW plans to recommend a contract/agreement for "On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following:
Provide traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspections, and asset management system development.
3. An estimate of the cost is: \$2,000,000.00
4. An estimate of the duration is: Twenty-Four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold
Assistant to Commissioner

KGA:AL:pl

c: William S. Nimmon, Deputy Commissioner
Keith Cromwell, Deputy Director, Office of Labor Relations
Aryeh Lemberger, Unit Head, Traffic Engineering Unit ✓
Jonathan Lesman, Management Analyst II



Sidney B. Bowne & Son, LLP	80.7	14(t)	2.70/2.30
TRIP Consultants USA, Inc.	73.7	15	N/A
Advanced American Engineering, PLLC	61	16	2.00/NA

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the nine highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$2,000,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Nelson & Pope 572 Walt Whitman Road Melville, NY 11747-2188	Traffic Databank 716 South Sixth Avenue Mt. Vernon, NY 10550
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE/DBE) 52 South Terrace Place Valley Stream, NY 11580 TRIP Consultants Corp. 311 85 th Street Brooklyn, NY 11209
VHB Engineering, Surveying and LA, P.C. 2150 Joshua's Path, Suite 300 Hauppauge, NY 11788	Wiley Engineering, P.C. (MBE) 1383-44 Veterans Memorial Highway Hauppauge, NY 11788-3048
Gibbons Esposito & Boyce, P.C. 50 Charles Lindbergh Blvd., Suite 503 Uniondale, NY 11553	Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset, NY 11791 M & J Engineers, P. C. (MBE/DBE) 52 South Terrace Place Valley Stream, NY 11580
Dunn Engineering Associates, P.C. 66 Main Street Westhampton Beach, NY 11778	Carman-Dunne, P.C. 2 Lakeview Avenue Lynbrook, NY 11563 CSM Engineering, P.C. 626 RXR Plaza Uniondale, NY 11556 Gedeon GRC Consulting 6901 Jericho Turnpike Suite 216 Syosset, NY 11791
LiRo Engineers, Inc.	American Traffic Information, Inc.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.
Address: 2150 Joshua's Path, Suite 300
City and State: Hauppauge, New York Zip Code 11788

2. Firm's Vendor Identification Number: 04-3472601

3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ Professional Corporation ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Robert Brustlin, President, 101 Walnut Street, Watertown, MA 02471

John Jackson, Chief Financial Officer, 101 Walnut Street, Watertown, MA 02471

Anne Zebrowski, Officer & General Counsel, 101 Walnut Street, Watertown, MA 02471

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Robert Christman, 54 Turtle Place, Middletown, CT 06457

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Vanassee Hangen Brustlin, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 11-1-11

Signed: Anne Zebrowski

Print Name: Anne Zebrowski

Title: General Counsel

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

				10/01/11	
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	26	Dubinsky Jr., Robert M.	16,750	2.05% Sr. Principal
MA	Watertown	135	Dunford, Patrick T.	500	0.06% Assoc
RI	NY	160	Dupuis, Richard M.	500	0.06% Assoc
NC	Raleigh	151	Eccles, Kimberly A.	2,320	0.28% Principal
MA	Watertown	42	Eisenberg, Bethany E.	500	0.06% Assoc
MA	Watertown	74	Eisenberg, Terri B.	500	0.06% Assoc
NY	NY	207	Elkowitz, Theresa	2,550	0.31% Principal
NJ	NJ		Eng-Wong	1,877	0.23% Principal
MA	Watertown	105	Engel, Marla S.	2,070	0.25% Principal
NY	NY	148	Eschbacher, Robert M.	2,920	0.36% Principal
MA	Watertown		Fasser, James E.	339	0.04% Assoc
MA	Watertown	6	Felstein, Jonathan L.	43,358	5.31% Sr. Principal
MA	Watertown	152	Fisk, Karen A.	500	0.06% Assoc
CT	CT	136	Fontaine, Robin A.	500	0.06% Assoc
VA	Williamsburg	106	Frye, Christopher W.	500	0.06% Assoc
MA	Springfield	95	Furman, John J.	500	0.06% Assoc
VA	Tysons Corner	114	Gay, Christopher	0	0.00% Principal
NY	NY	208	Gennaro, Kimberly	430	0.05% Assoc
NH	NH		Goodrich, Gregory	339	0.04% Assoc
NH	NH	75	Grande, Anthony	3,540	0.43% Principal
MA	Watertown	43	Greenberg, David M.	500	0.06% Assoc
NH	NH	44	Guertin, Paul G.	500	0.06% Assoc
NH	NH	45	Gunn, Sally M.	500	0.06% Assoc
CT	CT	89	Gustafson, Dean E.	500	0.06% Assoc
MA	Watertown	107	Hagen, Jr., Winston H.	500	0.06% Assoc
MA	Watertown	76	Hahn, Hugh G.	3,250	0.40% Principal
FL	Orlando	213	Hall, James R.	364	0.05% Assoc
NH	NH	183	Hall, Matthew D.	500	0.06% Assoc
NY	Albany	210	Halstead, Preston	386	0.05% Assoc
MA	Watertown	4	Hangen, Richard E.	2,500	0.31% Sr. Principal
MA	Watertown	46	Hart, Randall C.	2,470	0.30% Principal
RI	RI	153	Hartman, Ronald J.	500	0.06% Assoc
MA	Boston	82	Hemenway, Kathleen A.	500	0.06% Assoc
MA	Boston	27	Herr, Joseph R.	5,650	0.69% Principal
MA	Watertown	96	Hession, John M.	0	0.00% Principal
NH	NH	154	Hodgdon, Steven M.	500	0.06% Assoc
VA	Williamsburg	155	Hogan, Timothy J.	500	0.06% Assoc
MA	Watertown	137	Hollworth, Richard S.	3,020	0.37% Principal
VA	Tysons Corner	115	Hughes, Warren E.	0	0.00% Principal
MA	Watertown	121	Jackmin, Thomas W.	3,120	0.38% Principal
MA	Watertown	13	Jackson, John B.	14,450	1.77% Sr. Principal
FL	Orlando	47	Jennings, John R.	7,050	0.86% Principal
NH	NH	85	Johnson, Glen E.	500	0.06% Assoc
MA	Boston	77	Junghans, Mark S.	5,550	0.68% Principal
NJ	NJ	156	Junghans, Michael W.	2,270	0.28% Principal
MA	Watertown	157	Kaikiri, Vinod K.	500	0.06% Assoc
CT	CT	158	Karimi, Vahid	500	0.06% Assoc
MA	Watertown	184	Kealey, Matthew J.	500	0.06% Assoc
MA	Watertown	3	Kennedy, John J.	18,400	2.25% Sr. Principal
NH	NH	28	Kennedy, Martin F.	9,050	1.11% Sr. Principal
VA	Williamsburg	159	Ketterling, Brad	500	0.06% Assoc
MA	Watertown	90	Kocur, Keri L.	2,540	0.31% Principal
FL	Orlando	160	Kotb Jr., Joseph F.	500	0.06% Assoc
CT	CT	48	Kosalski, Daniel E.	500	0.06% Assoc
NJ	NJ		Kraft, Walter	1,877	0.23% Principal
MA	Watertown	200	Kremer, Susan H.	430	0.05% Assoc
MA	Watertown	49	Landry, Douglas L.	6,435	0.79% Principal
MA	Boston	122	Lassiter, Gregory L.	0	0.00% Principal
MA	Watertown	161	Lee, Sai-Kwong	500	0.06% Assoc
NH	NH	50	Leedy, Gordon	2,610	0.32% Principal
MA	Watertown		Lenhardt, Tracie	339	0.04% Assoc
NH	NH	93	Leo, Michael J.	500	0.06% Assoc
CT	CT	51	Libertine, Michael P.	2,120	0.26% Principal
VA	Richmond	185	Linderman, Diane M.	500	0.06% Assoc

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

10/01/11					
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	97	Schwartz, Kenneth A.	4,640	0.57% Principal
MA	Watertown	194	Schwarz, Felipe R.	500	0.06% Assoc
FL	Orlando	218	Sellen, James	1,909	0.23% Principal
FL	Sarasota	61	Serviss, Gary M.	3,210	0.39% Principal
VA	Williamsburg	169	Sewell, Randy	500	0.06% Assoc
VA	Williamsburg	125	Sledd, Alvin D.	0	0.00% Assoc
MA	Boston	17	Sloan-Rossiter, Susan P.	8,150	1.00% Principal
RI	RI	142	Smedberg, Robert J.	500	0.06% Assoc
NY	White Plains	225	Smith, David	339	0.04% Assoc
VA	Tysons Corner	143	Smith, Michelle J.	500	0.06% Assoc
NY	NY	170	Soldano, Diana M.	0	0.00% Assoc
MA	Watertown	81	Sorensen, Peter T.	500	0.06% Assoc
NY	NY	171	Spittal, Scott R.	500	0.06% Assoc
RI	RI	203	Stabach, Jonathan B.	430	0.05% Assoc
MA	Watertown	144	Staffier, Kenneth S.	500	0.06% Assoc
MA	Watertown	31	Standley, Lisa A.	8,050	0.99% Principal
VA	VA Beach	126	Stronach, John M.	2,120	0.26% Principal
NH	NH		Suennen, Mark	339	0.04% Assoc
RI	RI	127	Taglianetti, David	2,470	0.30% Principal
NH	NH	32	Tasker, Bruce A.	2,155	0.26% Principal
NJ	NJ		Taub, Martin	1,877	0.23% Principal
VA	Richmond	8	Thomas, Stephen W.	44,200	5.41% Sr. Principal
NH	NH	204	Tinus, Jacob T.	430	0.05% Assoc
MA	Watertown	195	Turner, Selby L.	500	0.06% Assoc
MA	Watertown	145	Varrell, Matthew D.	500	0.06% Assoc
RI	RI	112	Vaughn, Shane Marie	500	0.06% Assoc
NJ	NJ		Veeregowda, Babu	1,877	0.23% Principal
MA	Watertown	113	Velickovic, Vera	500	0.06% Assoc
MA	Watertown	174	Vivilecchia, David M.	3,930	0.48% Principal
NH	NH	128	Walker, Peter J.	2,070	0.25% Principal
FL	Orlando	219	Walsh, Kevin	1,909	0.23% Principal
MA	Watertown	205	Walsh, Rita G.	430	0.05% Assoc
MA	Watertown	146	Wanat, Joseph T.	500	0.06% Assoc
FL	Orlando		Warren, Eric E.	339	0.04% Assoc
MA	Watertown	196	Whalley, Edward A.	500	0.06% Assoc
MA	Watertown	18	Wholley Jr., Thomas F.	6,050	0.74% Principal
MA	Boston	19	Wilcock, David C.	4,225	0.52% Principal
MA	Watertown	206	Willmer, Ralph R.	430	0.05% Assoc
VA	Williamsburg	147	Wingard, Tricia A.	500	0.06% Assoc
MA	Watertown	83	Wong, Sue W.	500	0.06% Assoc
MA	Boston	129	Wynne, Karen J.	2,270	0.28% Principal
FL	Orlando	92	Yeargain, Paul W.	500	0.06% Assoc
MA	Watertown	84	Zebrowski, Anne P.	6,980	0.85% Principal
MA	Watertown	173	Zelazny, Adrian	500	0.06% Assoc
MA	Boston	172	Zimmerman, Kristine W.	500	0.06% Assoc
Total				817,256	100%



All Sites

Advanced Search

VHBCentral > Teams > Corporate > VHB Governance

VHB Governance

VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2014)

William J. Roache, Assistant Clerk (term expires April 2013)

Jonathan L. Feinstein (term expires April 2013)

Kenneth A. Schwartz (term expires April 2012)

John J. Kennedy (term expires April 2012)

Theresa Elkowitz (term expires April 2013)

Donald J. Cooke (term expires April 2014)

Christopher R. Conklin (term expires April 2014)

Gerry Salontai (term expires April 2012)

Elected Corporate Officers

Robert S. Brustlin, President and Chairman of the Board

John B. Jackson, Treasurer

Robert M. Dubinsky, Clerk

William J. Roache, Assistant Clerk

Anne P. Zebrowski, General Counsel

Board Appointed Officers

Michael J. Carragher

James L. Diorio

Vaughn Rinner

David Perry

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

State	Office	Seq.	Shareholder	10/01/11 No. of	
				Shares (ending)	%
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NH	NH	44	Guertin, Paul G.	500	0.06% Assoc
NH	NH	45	Gunn, Sally M.	500	0.06% Assoc
CT	CT	89	Gustafson, Dean E.	500	0.06% Assoc
MA	Watertown	107	Hagen, Jr., Winston H.	500	0.06% Assoc
MA	Watertown	76	Hahn, Hugh G.	3,250	0.40% Principal
FL	Orlando	213	Hall, James R.	384	0.05% Assoc
NH	NH	183	Hall, Matthew D.	500	0.06% Assoc
NY	Albany	210	Halstead, Preston	388	0.05% Assoc
MA	Watertown	4	Hangen, Richard E.	2,500	0.31% Sr. Principal
MA	Watertown	46	Hart, Randall C.	2,470	0.30% Principal
RI	RI	153	Hartman, Ronald J.	500	0.06% Assoc
MA	Boston	82	Hemenway, Kathleen A.	500	0.06% Assoc
MA	Boston	27	Herr, Joseph R.	5,650	0.69% Principal
MA	Watertown	96	Hession, John M.	0	0.00% Principal
NH	NH	154	Hodgdon, Steven M.	500	0.06% Assoc
VA	Williamsburg	155	Hogan, Timothy J.	500	0.06% Assoc
MA	Watertown	137	Hollworth, Richard S.	3,020	0.37% Principal
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MA	Watertown	121	Jackmin, Thomas W.	3,120	0.38% Principal
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MA	Boston	77	Junghans, Mark S.	5,550	0.68% Principal
NJ	NJ	156	Junghans, Michael W.	2,270	0.28% Principal
MA	Watertown	157	Kalikiri, Vinod K.	500	0.06% Assoc
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NH	NH	28	Kennedy, Martin F.	9,050	1.11% Sr. Principal
VA	Williamsburg	159	Ketterling, Brad	500	0.06% Assoc
MA	Watertown	90	Kocur, Kerl L.	2,540	0.31% Principal
FL	Orlando	160	Kolb Jr., Joseph F.	500	0.06% Assoc
CT	CT	48	Kosalski, Daniel E.	500	0.06% Assoc
NJ	NJ		Kraft, Walter	1,877	0.23% Principal
MA	Watertown	200	Kremer, Susan H.	430	0.05% Assoc
MA	Watertown	49	Landry, Douglas L.	6,435	0.79% Principal
MA	Boston	122	Lassiter, Gregory L.	0	0.00% Principal
MA	Watertown	161	Lee, Sai-Kwong	500	0.06% Assoc
NH	NH	50	Leedy, Gordon	2,610	0.32% Principal
MA	Watertown		Lenhardt, Tracie	339	0.04% Assoc
NH	NH	93	Leo, Michael J.	500	0.06% Assoc
CT	CT	51	Libertine, Michael P.	2,120	0.26% Principal
VA	Richmond	185	Linderman, Diane M.	500	0.06% Assoc

Vanasse Hangen Brustlin, Inc.
Common Stock Summary
2011

10/01/11					
State	Office	Seq.	Shareholder	No. of Shares (ending)	%
MA	Watertown	97	Schwartz, Kenneth A.	4,640	0.57% Principal
MA	Watertown	194	Schwarz, Felipe R.	500	0.06% Assoc
FL	Orlando	218	Sellen, James	1,909	0.23% Principal
FL	Sarasota	61	Serviss, Gary M.	3,210	0.39% Principal
VA	Williamsburg	169	Sewell, Randy	500	0.06% Assoc
VA	Williamsburg	125	Stedd, Alvin D.	0	0.00% Assoc
MA	Boston	17	Sloan-Rossiter, Susan P.	8,150	1.00% Principal
RI	RI	142	Smedberg, Robert J.	500	0.06% Assoc
NY	White Plains	225	Smith, David	339	0.04% Assoc
VA	Tysons Corner	143	Smith, Michelle J.	500	0.06% Assoc
NY	NY	170	Soldano, Diana M.	0	0.00% Assoc
MA	Watertown	81	Sorensen, Peter T.	500	0.06% Assoc
NY	NY	171	Spittal, Scott R.	500	0.06% Assoc
RI	RI	203	Stabach, Jonathan B.	430	0.05% Assoc
MA	Watertown	144	Staffier, Kenneth S.	500	0.06% Assoc
MA	Watertown	31	Standley, Lisa A.	8,050	0.99% Principal
VA	VA Beach	126	Stronach, John M.	2,120	0.26% Principal
NH	NH		Suennen, Mark	339	0.04% Assoc
RI	RI	127	Taglianetti, David	2,470	0.30% Principal
NH	NH	32	Tasker, Bruce A.	2,155	0.26% Principal
NJ	NJ		Taub, Marlin	1,877	0.23% Principal
VA	Richmond	8	Thomas, Stephen W.	44,200	5.41% Sr. Principal
NH	NH	204	Tinus, Jacob T.	430	0.05% Assoc
MA	Watertown	195	Turner, Selby L.	500	0.06% Assoc
MA	Watertown	145	Varrell, Matthew D.	500	0.06% Assoc
RI	RI	112	Vaughn, Shane Marie	500	0.06% Assoc
NJ	NJ		Veeregowda, Babu	1,877	0.23% Principal
MA	Watertown	113	Velickovic, Vera	500	0.06% Assoc
MA	Watertown	174	Vivilecchia, David M.	3,930	0.48% Principal
NH	NH	128	Walker, Peter J.	2,070	0.25% Principal
FL	Orlando	219	Walsh, Kevin	1,909	0.23% Principal
MA	Watertown	205	Walsh, Rita G.	430	0.05% Assoc
MA	Watertown	146	Wanat, Joseph T.	500	0.06% Assoc
FL	Orlando		Warren, Eric E.	339	0.04% Assoc
MA	Watertown	196	Whatley, Edward A.	500	0.06% Assoc
MA	Watertown	18	Wholley Jr., Thomas F.	6,050	0.74% Principal
MA	Boston	19	Wilcock, David C.	4,225	0.52% Principal
MA	Watertown	206	Willmer, Ralph R.	430	0.05% Assoc
VA	Williamsburg	147	Wingard, Tricia A.	500	0.06% Assoc
MA	Watertown	83	Wong, Sue W.	500	0.06% Assoc
MA	Boston	129	Wynne, Karen J.	2,270	0.28% Principal
FL	Orlando	92	Yeargain, Paul W.	500	0.06% Assoc
MA	Watertown	84	Zebrowski, Anne P.	6,980	0.85% Principal
MA	Watertown	173	Zelazny, Adrian	500	0.06% Assoc
MA	Boston	172	Zimmerman, Kristine W.	500	0.06% Assoc
Total				817,256	100%

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Hundred Fifty Thousand (\$150,000.00)** dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for Services as outlined in Exhibit "A", including any extra services that may be authorized under this Agreement, shall be made as follows:

1. For Services as described in Exhibit "A", the Firm shall be paid on the basis of 2.75 times the actual salary of the technical personnel engaged in the work for Services other than inspection services and 2.38 times the actual salary of the actual salary of the technical personnel engaged in the work for inspection services.
2. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved personnel list. In the event there is no current personnel list, or if an existing list is incomplete, then the Firm shall submit either such personnel list setting forth names, classifications and hourly rates, or if necessary, submit a supplement to an active list at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
3. At no time shall the salary times multiplier exceed one hundred seventy five dollars (\$175.00) per hour for any employee or principal while engaged in a Service.
4. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change the employee's classification, must be communicated in writing by the Firm to the Commissioner at least one (1) month prior to the effective date of the increase or change in classification. The prior written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on the Services, the Firm shall submit such employee's names, titles and proposed salaries, and receive prior written approval from the Commissioner.
5. Claims for Services performed shall be submitted monthly and accompanied by a certified statement setting forth the names of the employees who performed the Services, the title held by each employee, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner of the Commissioner's designee. The payroll records of the Firm shall be available for inspection and audit as requested.
6. In the event a change order requires the Firm to perform additional

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Robert Brustlin

(Name)

101 Walnut Street, PO Box 9151, Watertown, MA 02471-9151

(Address)

(617) 924-1770

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor



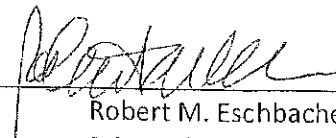
WAGE RATE SCHEDULE

Amended: November 2, 2011

VHB currently has an approved wage rate schedule on file with NCDPW (see attached letter to VHB dated September 28, 2011)

At this time, we are now requesting approval for the following new additions to our staff:

<u>Name</u>	<u>Title</u>	<u>Rate/Hour</u>
Joseph Taylor	Construction Inspector	\$ 30.30
Kyle Bauer	Technician	\$ 18.00
Kevin Watral	Engineer	\$ 25.00

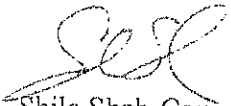

Robert M. Eschbacher, PE
Principal

VHB Engineering
September 28, 2011
Page 2
Re: All Current Agreements

NAME	TITLE	RT/HR
Jerzy Kokoszka	Senior Engineer	\$41.35
Sandra Amaral	Project Accountant	\$30.00
Harold Lutz	Supervising Engineer	\$69.84
Preston Halstead	Supervising Engineer	\$71.16
Kevin Powers	Senior Engineer	\$45.68

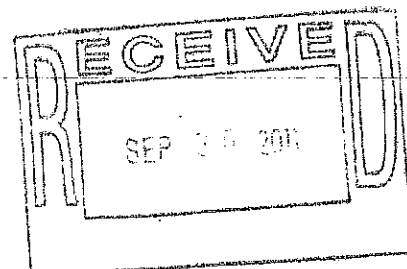
Regardless of the rates approved herein, the firm is still bound by the terms and conditions of the specific agreement(s) under which services are being provided, including the hourly wage rate cap contained within such agreement(s).

Very truly yours,


Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:KGA:pl

c: Kenneth G. Arnold, Assistant to Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
William S. Nimmo, Deputy Commissioner of Public Works
Joseph Marcinek Jr, Fiscal Officer, Office of the Comptroller
Anthony Cano, Equipment Operator I
Janet M. Duncan, Clerk II, Claims Section, Comptroller's Office
Patricia Brady, Clerk II



NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WAGE RATE SCHEDULE

VHB Engineering, Surveying and Landscape Architecture, P.C.

Effective Date: 3/1/2011

<u>Employee Name</u>	<u>Title</u>	<u>Actual Hourly Rate with No Benefits</u>
David Buttacavoli	Senior Engineer	\$59.65
Temaria Younger	Senior Engineer	\$47.58
Robert Eschbacher	Principal-In-Charge	\$86.54
Thomas Mazzola	Supervising Engineer	\$76.28
Scott R Spittal	Supervising Engineer	\$66.60
Donald Russ	Supervising Engineer	\$58.74
Albert Guglielmi	CADD Designer	\$44.10
Patricia Rada	Technical Typist	\$34.85
Raymond Schneider	Senior Engineer	\$44.96
Kenneth Michaud	Senior Engineer	\$36.06
Vincent Mariconda	Senior Engineer	\$37.15
Lorena Moschetta	Engineer	\$32.50
Ryan Winter	Engineer	\$32.37
Emilio Wong	Construction Inspector	\$27.57
Christopher Liberti	Engineer	\$27.14
Padmanabha Tarigoppula	Engineer	\$30.41
Daniel Winkelman	Engineer	\$41.63
Courtney (Haas) Riley	Engineer	\$35.75
Joseph Reichert	Technician	\$22.41
Ronald Pfuhl	Senior Engineer/Landscape Arch	\$53.81
Kevin Francis	Technician	\$15.35
Joel Hatcher	Technician	\$16.69
Shanemarie Vaughn	Finance Manager	\$55.31
Kathryn Alkire-Hnat	Project Coordinator	\$19.50
Theresa Elkowitz	Principal-In-Charge	\$92.76
Barbara Alberts	Technical Typist	\$42.64
Linda McLaughlin	Technical Typist	\$25.58
Tara Hayes	Technical Typist	\$19.48
Gail Pesner	Senior Planner	\$43.59
Kimberly Gennaro	Supervising Planner	\$59.77
Stephen Kaplan	Supervising Planner	\$51.76
Virginia Watral	Supervising Planner	\$51.51
David Wortman	Planner	\$32.77
Erin Echevarria	Planner	\$33.32
Bryan Murty	Planner	\$26.83
Keith Butler	Senior Planner	\$39.43
David Kennedy	Planner	\$25.13
Patrick Criscuola	Planner	\$23.08



CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) VHB Engineering, Surveying and Landscape Architecture, P.C., a consultant firm having its principal office at 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2012 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) one (1) year periods by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. ~~The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.~~

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

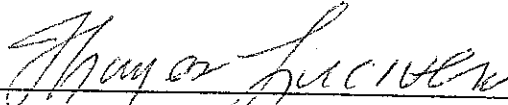
(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

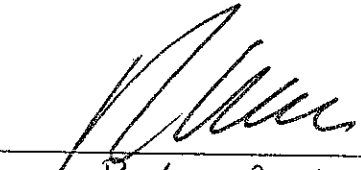
19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

VHB ENGINEERING, SURVEYING AND LANDSCAPE
ARCHITECTURE, P.C.

By: 
Name: Thomas L. Herrera
Title: Senior Principal
Date: 11/1/11

NASSAU COUNTY

By: 
Name: Richard L. Walker
Title: Chief Deputy
County Executive
Date: 4/6/12

PLEASE EXECUTE IN BLUE INK